

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

**In re:**

**BKY No. 02-50600  
ADV No. 04-5025**

**Invision of Duluth, Inc.  
Debtor**

**Randall L. Seaver, Trustee  
Plaintiff**

**Vs.**

**RESPONSE TO COMPLAINT**

**Douglas S. Brown  
Defendant**

Defendant Douglas S. Brown, by this Verified Answer to Complaint do hereby respond as follows:

1. Defendant admits to the allegations made in paragraph 1-5.
2. Defendant denies the allegations made in paragraph 6. The amount referenced in the complaint is for post-petition unpaid salaries. Defendant held paychecks for long periods of time, and the money referenced in this paragraph are for unpaid salaries. Defendant outlined the specifics of this transaction in detail, and can be reviewed by reviewing the company records. Defendant believes he is justified to receive a salary, just like everyone else in the company, and not be penalized for allowing everyone else to cash their paychecks, and waiting to cash his and/or other's paycheck.
3. Defendant denies the allegations made in paragraph 7.
4. Defendant denies the allegations made in paragraph 8. Defendant had deposited nearly \$100,000 into Debtor's checking account to assist the company with cash flow. The owners and officers of the company

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represented and made it very clear to Defendant that any outstanding loan of Defendant were paid off first by Defendants deposit of this money, and that any loans of the company to Defendant would be offset and paid in full by the money deposited by Defendant. The remaining amount was to be a loan from Defendant to Debtor. Company records should also be easily obtainable by the Trustee to review and determine this to be true. Upon review of these records, which are now only available to the Trustee, the court and the U.S. Trustee should be able to easily determine that any and all loans by Defendant were paid off in full, when Defendant gave the company (Debtor) nearly \$100,000 of Defendant's own personal money.

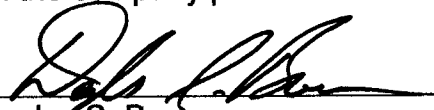
5. Defendant denies the allegations made in paragraph 9.
6. Defendant denies the allegations made in paragraph 10. Defendant never received any money, except for earned salaries after Debtor's filing of the bankruptcy petition. Defendant used his credit card on several occasions to pay for school tests and books, and to cover other minor expenses. Defendant always filled out an expense report in detail. The money used by Defendant, as referred to in the Complaint was a company expense reimbursement, and is clearly outlined in detail in the company records. Defendant filled out detailed expense reports for all expenses that the Defendant incurred on the Debtors behalf. The U.S. Trustee merely has to review these company documents to see a complete outline of the accounting of the expense reports. Upon review, the court, and the U.S. Trustee would see that the amount of company expenses that Defendant incurred on behalf of the Debtor, were exactly the same amount that the Defendant received as an expense reimbursement, and would further realize that this claim is completely unjustified.

### **Conclusion**

1. Defendants request that the court deny the Motion for the return of post petition salaries.

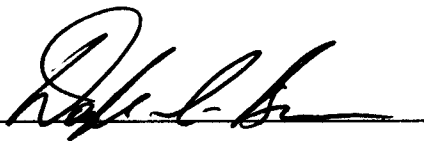
2. Defendants request that the court deny the Motion to demand that Defendant repay twice, loans that Defendant has already paid in full to Debtor.
3. Defendants request that the court deny the Motion to demand Defendant to repay money which has already been paid back to Debtor by Defendant, as completely outlined in expense reports in the company possession.

Date: 7/6/04

  
Douglas S. Brown  
4024 E. Lone Mountain Rd  
Cave Creek, AZ 85331  
480-488-6060

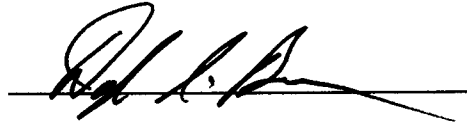
#### VERIFICATION

I, Douglas S. Brown, on my oath swear that I have read the foregoing Motion, that I have personal knowledge of the facts stated therein and that said facts are true and correct to the best of my knowledge.

  
Douglas Brown  
4024 E. Lone Mountain Rd  
Cave Creek, AZ 85331  
480-488-6060

### CERTIFICATION OF SERVICE

I certify that a copy of the foregoing document to which this certificate is attached, was sent to the parties or attorneys of record, shown below, on 7/6, 2004.

A handwritten signature in black ink, appearing to read 'D. L. Brown', is written over a horizontal line.

Douglas Brown

Randall L Seaver, Office of the U.S. Trustee  
Fuller, Seaver & Ramette, P.A.  
12400 Portland Avenue South, Suite 132  
Burnsville, MN 55337